

Decorah

AFSCME Council 61 (Mixed)(Library) 7/1/2005 6/30/2007

DECORAH / AFSCME (MIXED) (LIBRARY) 05-07

AGREEMENT

BETWEEN

THE CITY OF DECORAH, IOWA,
THE DECORAH PUBLIC LIBRARY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3483

DATED

July 1, 2005

to

June 30, 2007

INDEX

	Page
PREAMBLE	1
ARTICLE I - Recognition	2
ARTICLE II - Definitions	3
ARTICLE III - Management Rights	5
ARTICLE IV - Union Rights and Responsibilities	7
ARTICLE V - Work Stoppage	10
ARTICLE VI - Dues Checkoff	11
ARTICLE VII - Seniority	13
ARTICLE VIII - Procedure for Staff Reduction	16
ARTICLE IX - Hours of Work	18
ARTICLE X - Overtime	24
ARTICLE XI - Holidays	26
ARTICLE XII - Vacations	30
ARTICLE XIII - Leaves of Absence	32
ARTICLE XIV - Adjustment of Grievances	42
ARTICLE XV - Health and Safety	47
ARTICLE XVI - Supplemental Pay	48
ARTICLE XVII - Insurance	52
ARTICLE XVIII - Miscellaneous	56
ARTICLE XIX - Wages	58
ARTICLE XX - General Conditions	59
ARTICLE XXI - Effective Period	60
APPENDIX A	61

PREAMBLE

THIS Collective Bargaining Agreement (hereinafter referred to as Agreement) made and entered into by the City of Decorah, Iowa, the Decorah Public Library (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the Union), has for its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of grievances; and the creation of employment conditions to enable the City and its employees to serve the public effectively and efficiently by virtue of harmonious relations between the Employer and the Union.

ARTICLE I

Recognition

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining units: a unit pursuant to Order of Certification dated October 2, 1987, in PERB Case No. 3534, and as amended by the parties, to-wit:

All employees of the City of Decorah, Iowa's police department, fire department, street department, water and wastewater departments, janitor and permanent part-time radio operator and excluding chief of police, assistant chief of police, police captains, police sergeants, support services manager, fire chief, assistant fire chiefs, street commissioner, assistant street commissioner, superintendent of water, first assistant superintendent water, superintendent of wastewater, city manager, city clerk-treasurer, deputy city clerk, office clerical workers of the City Clerk's office and all other persons excluded by Section 4 of the Act;

and a unit pursuant to Order of Certification dated January 2, 1990, in PERB Case No. 4085, to-wit:

All part-time and all full-time library assistants and excluding the director, circulation manager and all part-time library assistants or part-time library aides who are students working as part-time employees, twenty (20) hours a week or less, except graduate or other post-graduate students in preparation for professions who are engaged in academically related employment as a teaching, research or service assistant; and all other persons excluded by Section 4 of the Act.

ARTICLE II

Definitions

Section 1. Probationary Employees.

A. Police Officer and Fire Engineer. In the case of police officer and fire engineer there shall be a probationary period of twelve (12) months, during which time the appointee may be removed or discharged from such position without cause and without the right of appeal.

B. Other Employees. In the case of all other employees within the bargaining unit, there shall be a probationary period of six (6) months, during which time the employee may be removed or discharged from such position without cause and without the right of appeal.

Section 2. Part-Time Employees.

An employee who does not work a workweek of at least thirty-five (35) hours on a regularly scheduled basis.

A. Permanent Part-Time Employee:

A permanent part-time employee is an employee who works on average, on a normal basis, thirty-two (32) hours per two week pay period as a part-time employee.

B. Part-Time Employee:

All other part-time employees except permanent part-time employees as defined in Subparagraph "A" hereinabove.

Section 3. Temporary Employees.

A temporary employee or a seasonal employee is one who is hired for a period that normally will not exceed one hundred twenty (120) consecutive calendar days. A temporary employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement.

Section 4. Regular Employees.

An employee who has completed the probationary period and is working a workweek of at least thirty-five (35) hours on a regularly scheduled basis.

Section 5. "Act" means the Iowa Public Employment Relations Act as it may be amended from time to time.

ARTICLE III

Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance or charter or special act, the Unit recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

A. The right to manage the Employer's operations and to direct the working force;

B. The right to hire employees;

C. The right to maintain order and efficiency;

D. The right to extend, maintain, curtail or terminate operations of the Employer;

E. The right to determine the size and location of the Employer's operations and to determine the equipment to be used;

F. The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

G. The right to create, modify and terminate departments, job classifications and job duties;

H. The right to transfer, promote and demote employees;

I. The right to discipline;

J. The right to suspend and discharge employees for

proper cause;

K. The right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work and the number of persons to be employed by the Employer at any time;

L. The right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or nonmembership in the Union.

Section 2. The list of management rights set forth above is not exclusive, and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this Section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE IV

Union Rights and Responsibilities

Section 1. Public Employees shall have the right to:

A. Organize or form, join or assist any employee organization.

B. Negotiate collectively through representatives of their own choosing.

C. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.

D. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from membership in the Union. There shall be no discrimination by the Employer or the Union because of membership or nonmembership of employees in the Union.

Section 3. The Employer will not enter into an agreement with any individual employee which is in conflict with the terms and provisions of this Agreement.

Section 4. For purposes of investigating pending grievances, a duly authorized representative of the Union shall

have access to the Employer's premises. Such representative shall inform the supervisor of his presence, and the Employer will cooperate to facilitate such visitation, and the Union will not interfere with or interrupt the operations of the Employer or the work of the employee.

Section 5. The Union shall notify the Employer each July of the number, names and jurisdiction of stewards selected by the Local Union.

Section 6. The Union shall have the right to have a bulletin board or boards on the Employer's premises to post such notices as it deems necessary. Only the steward of the department affected shall have the authority to remove from the bulletin board such notices as the Union may post.

Section 7. The Employer shall not discriminate against any member of the Union or show favoritism to any non-Union employee in the settlement of grievances, job assignments or work rules.

Section 8. The Union may make one presentation to new employees during each of their regularly scheduled work hours. Presentations will be limited to one-half hour and at a time to be approved by the respective Department Head. One Union representative making the presentation shall be in regular pay status. Overtime shall not apply, to any employee, making or receiving a presentation pursuant to this provision.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE V

Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate affirmative steps with the employee involved to bring about an immediate resumption of normal work. If the violation continues thereafter, the Union shall not be liable for damages resulting from such unauthorized acts of its members.

Section 5. In the event of a violation of any Section above, all of the legal censures of the Act shall apply.

ARTICLE VI

Dues Checkoff

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefore. The deduction will be in the amount certified in such authorization. The Employer will remit such money to the Unit not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may only be revoked by an employee by providing written notice to the Employer and the Union within the two week period following the anniversary date of the employers authorization for said payroll dues deduction. In the event said written notice is timely filed, such deductions shall cease within sixty (60) calendar days from the receipt of the employee's written notice terminating dues deduction.

Section 3. The Union agrees to indemnify and hold the Employer harmless from any claim against the Employer or any liability of the Employer arising out of the operation of this Article. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employee.

Section 4. The Employer shall make deductions for the Credit Union of the Union and for any other approved savings institution for each period for which the employee has provided the Employer with proper written authorization.

ARTICLE VII

Seniority

Section 1. Seniority shall mean the status, priority or precedence obtained as a result of an employee's length of continuous service with the Employer and shall commence on the date of employment and become applicable immediately following completion of the probationary period.

A. Permanent part-time employees transferring to full-time status and maintaining consecutive service within the City shall commence to accrue non-wage benefits only, (i.e. vacation, holiday and personal) as if he/she had been a full-time employee since anniversary date, thereby retaining their original anniversary date for purposes of seniority. Anniversary date for the purposes of establishing longevity benefits shall be the date employee attained full-time status.

Section 2. The Employer shall post by department complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted, and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted, and a copy shall be given to the Union.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, is discharged for

just cause, fails to report to work within ten (10) days after written notice of recall by United States certified mail with return receipt requested to the employee's last known address; is laid off for a period exceeding two (2) years or the employee's seniority, whichever is lesser; is absent from work for two (2) consecutive workdays without approval by the Employer; or fails to report to work on the next scheduled workday at the completion of a leave of absence or a vacation.

Section 4. In the event of conflict regarding vacation scheduling, the most senior employee shall be given the preference of whether to maintain their schedule or allow the less senior employee the allotted time.

Section 5. Transfers or Promotions. Seniority will be used as the first consideration in all transfers or promotions where applicants are equally qualified for said position. Employees wishing to transfer from department to department shall be given special consideration but ultimately hiring shall be based upon the best qualified candidate, whether internal or external, as determined by the respective department head. Any fulltime employee transferring from one department to another shall retain his/her anniversary date for the purposes of benefit accrual.

Section 6. Police and Fire Seniority. In all matters involving seniority, hiring, promotions, demotions, layoffs, suspensions and discharges of fire engineers and police officers,

- 14 -

the parties agree to follow the provisions of Chapter 400 and Chapter 20 of the Code of Iowa.

ARTICLE VIII

Procedure for Staff Reduction

Section 1. In the event the Employer determines that employees must be laid off, the Employer shall consider qualifications and seniority, and, if qualifications are equal between or among affected employees, seniority shall govern.

Section 2. An employee who is to be laid off will be given twenty (20) working days' notice, if possible. No employee shall be laid off so long as part-time or temporary employees are doing bargain unit work, unless the employee to be laid off is given the first opportunity to do such part-time or temporary work.

Section 3. An employee who is laid off shall keep the Employer advised of the employee's current address and of any changes therein during layoff.

Section 4. If the Employer recalls employees, such employees shall be recalled in the inverse order of layoff. Such employee shall be given ten (10) days' notice of recall by United States certified mail with return receipt requested to the employee's current address as given to the Employer by the employee. The employee shall report to the Employer whether the employee intends to return to work within three (3) days after receipt of the letter, and the employee shall have an additional seven (7) days to report to work, unless the time is extended by the Employer.

Section 5. The failure of the employee to return to work within ten (10) days after written notice of recall by United States certified mail with return receipt requested to the employee's current address as furnished by the employee to the Employer shall constitute a voluntary quit.

ARTICLE IX

Hours of Work

DIVISION A - THE CITY OF DECORAH BARGAINING UNIT

Section 1. The normal workweek for employees who are on an hourly wage shall consist of forty (40) hours per week, except as this provision shall be modified in Section 7 of Division A of this Article for a particular department.

Section 2. The normal workweek for employees who are on a monthly salary is set out in Section 7 of Division A of this Article for each individual department.

Section 3. The normal workday for employees shall consist of eight (8) consecutive hours of work, exclusive of the meal period, within the twenty-four (24) hour period beginning at 4:00 A.M., except as this may be modified in Section 7 of Division A of this Article for any individual department.

Section 4. These provisions for normal workweeks and normal workdays shall not be construed as a guarantee by the Employer of any amount of work in a workweek or a workday or as a limitation on the hours of work in any workweek or workday.

Section 5. Each employee shall be granted two (2) ten (10) minute rest periods during each workday at times scheduled by the Employer. Employees will receive an unpaid meal period of one (1) hour during each workday at times scheduled by the Employer, except as this may be modified herein.

Section 6. It is understood and agreed that the daily

and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right in its determination of the daily work and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give the Union at least fourteen (14) days notice of any permanent change in the daily or weekly work schedules.

Section 7. The normal hours and days of work are as follows:

A. Water-Wastewater Departments

Monday through Friday

Shift 1 - 7:00 A.M. - 4:00 P.M.

Shift 2 - 8:00 A.M. - 5:00 P.M.

One employee is on call from Friday at 5:00 P.M. until Monday at 7:00 A.M. and shall get the following Thursday and Friday off for being on call. Said employee will receive overtime for any actual work performed during the period before 7:00 A.M. or after 4:00 P.M. when on call.

One employee works Saturday from 8:00 A.M. until 12:00 Noon and receives Monday morning off.

B. Street Department

Monday through Friday

7:00 A.M. - 4:00 P.M.

C. Fire Department

(1) One shift of twenty-four (24) hours commencing

at 8:00 A.M. and extending to 8:00 A.M. of the following day and followed by:

(2) Two shifts of twenty-four (24) hours each off and a repetition of this schedule.

(3) There will be no unpaid meal periods.

D. Police Department - Uniform

Each employee will be given a thirty (30) minute lunch period, when possible, during the shift.

The Employer will post the schedule of workdays for the calendar month of July by June 15 and thereafter will post the work schedule for the following month by the 15th day of the preceding month. The schedule may result in more than forty (40) hours in a workweek, but it is intended to be very close to two thousand eighty-five point six (2,085.6) hours per year and is set up to give all officers one (1) Sunday off per month.

The officer will receive additional compensation at the overtime hourly rate of pay for all hours that are scheduled to be worked beyond the usual number of shift hours. The provision for additional pay does not apply to occasions when the employee is called back to work that were not regularly scheduled.

Should the Employer require officers to attend in-service training classes, such officers shall receive compensation at the appropriate rate; i.e., if scheduled during the normally scheduled hours of duty, regular rate of pay; and if scheduled beyond the normally scheduled hours of duty, overtime rate of pay.

In the event that the Employer makes any permanent change in work schedule, or in the event that there is an opening or vacancy in an existing work schedule, said Employer shall first offer the position to the employee having the most seniority. In the event said employee elects not to take said change in work schedule, the Employer shall offer the position to the next lowest employee in seniority and shall continue to offer said position in seniority rank until it is filled. In the event that no employees accept said change in work schedule, Employer shall appoint an employee to the position in inverse order of seniority. This shall not apply to any temporary changes, openings or vacancies in an existing work schedule.

Police Department - Clerk Dispatchers

- (1) Clerk Dispatcher: 8:00 A.M. to 4:00 P.M.
- (2) Other Dispatchers: 4:00 P.M. to 12:00 P.M.
12:00 P.M. to 8:00 A.M.
- (3) All employees normally work a five (5) day workweek.
- (4) Each employee will be given a thirty (30) minute on-site lunch period during the shift.

E. Part-Time

Radio Dispatchers shall work part-time as assigned by the Chief of Police.

DIVISION B - DECORAH PUBLIC LIBRARY BARGAINING UNIT

Section 1. The normal workweek for employees shall be Monday through Thursday, 8:00 o'clock A.M. to 8:00 o'clock P.M.; Friday, 8:00 o'clock A.M. to 5:00 o'clock P.M.; and Saturdays, 9:30 o'clock A.M. to 5:00 o'clock P.M.

Section 2. The normal workday for employees shall consist of eight (8) consecutive hours of work.

Section 3. These provisions for normal workweeks and normal workdays shall not be construed as a guarantee by the Employer of any amount of work in a workweek or a workday or as a limitation on the hours of work in any workweek or workday.

Section 4. Each employee shall be granted two (2) fifteen (15) minute rest periods during each workday at times scheduled by the Employer. Employees will receive an unpaid meal period of one (1) hour during each workday at times scheduled by the Employer, except as this may be modified herein.

Section 5. It is understood and agreed that the daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right in its determination of the daily work and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change in the daily or weekly work schedules.

Section 6. Saturday assignments shall be assigned on a rotating basis to all employees to ensure equalization of Saturday duties.

ARTICLE X

Overtime

A. Overtime

Section 1. All work performed in excess of forty (40) hours per week or eight (8) hours per day by employees who are on an hourly wage shall be considered overtime.

Section 2. All overtime work shall be determined and must be authorized or approved by the Employer. Employees shall be required to work such overtime as the Employer requires.

Section 3. Overtime shall not be used to punish or reward employees, and the Employer shall not pay twice for overtime, nor shall the same be pyramided.

Section 4. Overtime for employees on an hourly wage will be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. An employee may request compensatory time off based on one and one-half (1 1/2) hours off for each hour of overtime earned. The time off allowed must be taken at a time mutually agreeable to the employee and the supervisor. If such compensatory time off is not taken by the end of the fiscal year, the employee shall be paid therefor, unless mutually agreed to by the Employer and the employee.

B. Call-Back

Section 1. Any time that an hourly employee is called to work by the Employer outside of his normal work hours, he

shall be paid two (2) hours minimum for the call-back, unless such call-back is less than two (2) hours prior to the employee's regular shift. Call-back does not apply when an employee is ordered to work beyond the employee's regular shift.

C. Court Time

Section 1. A uniformed employee of the Police Department required to appear for court time during off-duty hours shall be paid overtime for all time spent therein with a minimum of two (2) hours' pay, unless such court time is less than one (1) hour prior to the employee's regular shift or extends less than one (1) hour beyond the employee's regular shift.

Section 2. Court time will include time spent in criminal court appearances and in civil suits against the City where the employee is required by the Employer to be present. The Employer will attempt to work with the court to schedule as much of this court time as possible during the employee's regular tour of duty.

Section 3. In the event Court is cancelled twelve (12) hours or less before scheduled hearing, employee shall be paid a minimum of three hours overtime if scheduled during employee's time off.

ARTICLE XI

Holidays

In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off or discharged or who is under suspension will be eligible for holiday pay.

DIVISION A - CITY OF DECORAH BARGAINING UNIT

Section 1. Subject to and in accordance with the provisions of this Article, all regular and probationary employees shall be granted holiday pay as hereinafter set out for the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Friday afternoon before Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, one-half (1/2) day before Christmas except when Christmas falls on a Sunday or Monday, Christmas Day and one (1) floating holiday.

Section 2. The holiday will begin at 4:00 A.M. on the day of the holiday and shall end at 4:00 A.M. twenty-four (24) hours later.

Section 3. For employees working a Monday-Friday workweek, if a holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if a holiday falls on a

Sunday, the following Monday will be observed as a holiday.

Section 4. A fire engineer will receive one (1) working day off for any of the following holidays whether the fire engineer works it or not: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and two (2) floating holidays. A holiday for purposes of this Subsection will begin at 8:00 A.M. on the morning of the holiday and shall end at 8:00 A.M. on the next day.

Section 5. Police employees who regularly work on a rotating shift basis will receive one (1) working day off for each holiday whether worked or not at a time mutually agreeable to the employee and the Employer. Police employees who regularly work on a rotating shift basis shall also receive one-half (1/2) working day off for the day before Christmas regardless of what day it falls on. Police Department employees who regularly work on a rotating shift basis shall further be granted holiday pay for the following additional holiday: Easter.

Section 6. Permanent part-time employees will accrue four (4) days of holiday time after one (1) year of service.

Section 7. All employees entitled to holiday pay as defined in this Contract shall have the right to accumulate unused holiday time up to a maximum number of holidays equivalent to a two (2) year period for said employee. Unused holiday time for Police Department employees working on a rotating shift basis

may be accumulated to the equivalent of 200 hours. Any unused holiday time in excess of these amounts shall be forfeited.

Section 8. Full-time employees during their first year of employment who are hired after July 1st of that year shall accrue floating holiday time based upon the following schedule:

July 2nd through December 31st - 8 hours
January 1st through March 31st - 4 hours

If the employee is hired after March 31st no floating holiday time will accrue. All holiday time provided in this Section is to be used in accordance with the provisions of this Article XI.

DIVISION B - DECORAH PUBLIC LIBRARY BARGAINING UNIT

Section 1. Subject to and in accordance with the provisions of this Article, all regular and probationary employees shall be granted holiday pay as hereinafter set out for the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Friday afternoon before Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, one-half (1/2) day before Christmas and New Years Day except when those holidays fall on a Monday, Christmas Day and one (1) floating holiday. For those holidays that fall on a Sunday, the following Monday will be observed as a holiday.

Section 2. Holiday pay shall only be paid to an employee for a holiday which falls within the employee's regular work schedule.

Section 3. Eligible employees will be granted holiday benefits if scheduled to work on a holiday and will be paid for hours normally scheduled for that day if otherwise eligible for holiday benefits. Holiday benefits do not apply to any employee working less than twenty (20) hours per week. Floating holidays will be granted based on the eligible employee's normal scheduled workday.

Section 4. Full-time employees working a Monday-Friday workweek shall receive eight hours of holiday time for any holiday falling on Saturday. Said time to be used within two months at a mutually agreeable time between employer and employee.

ARTICLE XII

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be earned by regular employees after continuous active service pursuant to the following schedule:

- A. (i) After the employee has completed one (1) full year of service, the employee shall be entitled to one (1) week of vacation.
- (ii) After the employee has completed two (2) full years of service, the employee shall be entitled to two (2) weeks of vacation.
- (iii) After the employee has completed seven (7) full years of service, the employee shall be entitled to three (3) weeks of vacation.
- (iv) After the employee has completed fifteen (15) full years of service, the employee shall be entitled to four (4) weeks of vacation.
- (v) After the employee has completed twenty (20) full years of service the employee shall be entitled to five (5) weeks of vacation.
- B. (i) A week of vacation for all employees, other than a fire engineer, shall consist of five (5) full working days.
- (ii) A week of vacation for a fire engineer shall consist of two and one-half (2 1/2) working days.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date. Accordingly:

A. All vacations earned must be taken by the employee prior to the employee's next anniversary date. A maximum of two (2) weeks vacation may be carried over for a period of six (6) months after the anniversary date with approval of the employee's supervisor.

B. No employee shall be entitled to vacation pay in lieu of vacation.

C. An employee who terminates employment for any reason shall receive any vacation earned and not previously taken. For purposes of this Section, earned vacation shall be prorated on a monthly basis for the year (anniversary date year) in which termination occurs.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

Section 5. Permanent part-time police dispatcher personnel shall accrue vacation time pursuant to the following schedule: after 1 year of service - 2 days, after 2 years of service - 4 days, after 7 years of service - 6 days, after 15 years of service - 8 days, after 20 years of service - 10 days.

Section 6. Permanent part-time library employees shall accrue vacation on pro rata basis. The fraction to be used shall be determined by the ratio of the total actual hours annually worked to 2,080. This ration shall then be applied to the schedule of vacation times set out in Section 1 hereof.

Section 7. Proration of the benefits specified herein shall not apply to any employee who works less than twenty (20) hours per week on average based on anniversary date.

ARTICLE XIII

Leaves of Absence

A. Sick Leave

Section 1. Sick leave shall be used for disabling or confining personal illness or injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer.

Section 2. All employees, except fire engineers, Library employees and part-time employees, shall be granted one (1) day of sick leave per month and shall have the right to accumulate such unused sick leave up to a maximum of one hundred fifty (150) working days.

A. All permanent part-time employees shall be granted four (4) days of sick leave per year which shall accrue at the rate of one (1) day per quarter, and said employees shall have the right to accumulate such unused sick leave up to a maximum of forty (40) working days.

B. Fire engineers shall be granted one (1) working day of sick leave every three months and shall have the right to accumulate such unused sick leave up to a maximum of forty-three (43) working days.

C. Library employees shall be granted sick leave based on the number of hours actually worked during the two (2) or

three (3) pay periods each month. The fraction to be used shall be determined by the ratio of the total actual hours worked to 2,080 hours. Sick leave shall be accrued on the last pay period of the month. Time will always be rounded to the closest one-half hour. Library employees working full time may accrue up to 150 days sick leave. Library employees normally working more than 30 hours but less than 40 hours per week may accumulate up to 900 hours of sick leave. Library employees working at least 20 hours but less than 30 hours per week may accumulate up to 600 hours of sick leave. Sick leave may be used only for hours normally scheduled per day. Sick leave shall not apply to any Library employee who works less than 20 hours per week.

D. An employee will continue to accumulate sick leave as set out above during the period of time when an employee is absent from work because of an on-the-job injury or of an illness, so long as the employee is using the employee's accumulated paid sick leave. At such time as the employee's accumulated paid sick leave has been used up, the employee will no longer accumulate sick leave.

Section 3. The Employer reserves the right to require a physician's signature for any absence due to sickness.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this

requirement because of circumstances beyond the control of the employee.

Section 5. Except as specified herein, no employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time. However, an employee upon retirement only may elect to use one-half (50%) of his/her accumulated sick leave to pay his/her health insurance premiums for the existing City health insurance policy in effect at that time. This option is also subject to the following condition:

A. The employee electing such benefit shall at no time be entitled to any cash settlement in lieu thereof, and if said benefit is not used for the payment of health insurance premiums, said benefit is lost by the employee.

B. The value of said accumulated sick leave shall be calculated on the following basis for all eligible employees except fire engineers: The employee's annual compensation at retirement excluding overtime and longevity shall be divided by 260 to arrive at a rate per day which sum shall then be multiplied times 50% or one-half of the number of the outstanding days of unused accumulated sick leave that has been accrued to the employee's credit.

C. The value of said accumulated sick leave shall be calculated on the following basis for fire engineers: The employee's annual compensation at retirement excluding overtime and longevity shall be divided by $121 \frac{2}{3}$ days to arrive at a rate per day which sum shall then be multiplied times 50% or one-half of the number of outstanding days of unused accumulated sick leave that has been accrued to the employee's credit.

D. The amounts as calculated pursuant to Paragraphs 5(b) and 5(c) hereof can be used by

said employee for the payment of health insurance premiums covering the employee and/or said employee's spouse from the City of Decorah's carrier beginning on the date of said employee's retirement until that employee attains the age of sixty-five (65) or for a five (5) year period, whichever occurs first.

Section 6. Employee shall not be required to utilize sick leave, vacation or earned compensatory time prior to applying for Worker's Compensation benefits. Upon request, employees may supplement Worker's Compensation benefits with accrued sick leave, vacation or earned compensatory time, however, the total compensation received shall not exceed the employee's present salary.

Section 7. Sick leave benefits will be paid at the employee's regular straight time rate within the employee's regular job classification.

Section 8. Employees may be allowed to use their accumulated sick leave in the event of a critical injury or critical illness to a member of their immediate family which includes the following: parents, dependent children, husband or wife.

Such benefit will only be granted under the following conditions:

A. All available vacation days, holidays, personal days and comp time have been exhausted.

B. A committee of the respective Department Head, City Administrator and designated Union Representative shall make the determination as to whether circumstances warrant such leave.

C. During the time sick leave is being used for a critical injury or critical illness situation, should an employee accumulate vacation, holidays, personal days or comp time, said time shall be exhausted once again before sick time may continue to be utilized.

D. Statement from the attending physician attesting to the physical condition of the patient.

E. Determination must be made prior to the use of sick time.

F. Critical injury or critical illness is a situation which mandates that the employee be able to take off time to be with an immediate family member. Such situations could be one or more of the following:

Life threatening illness or injury requiring repeated or extended medical care.

Immediate family member is incapacitated needing constant care.

After an employee has exhausted his/her accumulated sick leave, an unpaid leave of absence may be granted in accordance with Article XIII, Section C, Leave of Absence Without Pay herein.

B. Funeral Leave

Section 1. A regular employee will be granted up to five (5) working days or 40 hours, whichever is less, funeral leave to arrange and attend the funeral of the employee's spouse,

son, daughter, father or mother. Such leave may be taken at any time commencing with the death. A regular employee will be granted up to five (5) working days or 40 hours, whichever is less, to arrange and attend the funeral of the employee's mother-in-law, father-in-law, brother, sister or permanent member of the immediate household. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral.

Section 2. A regular employee, except all Library employees, will be granted one (1) day funeral leave to attend the funeral of the employee's brother-in-law, sister-in-law, stepparents, stepchildren, grandchildren or grandparents of an employee or of an employee's spouse.

Section 3. All Library employees will be granted funeral leave as set out in Sections 1 and 2 according to the hours they are scheduled to work. Funeral leave shall not apply to any employee working less than 20 hours per week.

Section 4. A permanent part-time employee will be granted five (5) working days, or 40 hours, whichever is less, funeral leave to arrange and attend the funeral of the employee's spouse, son, daughter, father or mother. Such leave may be used at any time commencing with the death. A permanent part-time employee will be granted three (3) days funeral leave to arrange and attend the funeral of the employee's mother-in-law, father-in-law, brother, sister or permanent member of the immediate household. Any such leave shall be only for the schedule

workdays falling within the period commencing with the death and extending through the day of the funeral.

Section 5. A part-time employee will be granted three (3) days funeral leave to arrange and attend the funeral of the employee's spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister or permanent member of the immediate household. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral.

C. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the supervisor and approved in writing by the Employer. The employee will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick leave, vacation leave or other leave.

Section 3. In the event an employee fails to return to work at the end of any such period, such employee shall be deemed to have voluntarily resigned on the last day of work prior to such period.

Section 4. During a leave of absence without pay, the employee:

A. Must pay group hospital premiums falling due during any month the employee is not on the payroll if the employee desired such insurance coverage. The employee must sign a waiver if such coverage is not desired;

B. Shall not receive any other job benefits during the period of absence;

C. Shall continue to accrue seniority, but not for the purposes of supplemental longevity pay;

D. Shall not engage in gainful employment without the Employer's prior written approval. Such approval will not be unreasonably denied.

D. Jury Duty

Section 1. Any regular employee and any Library employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service, excluding mileage.

Section 2. An employee who is summoned for jury duty but who is not selected or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 3. An employee called for jury duty shall promptly notify the employee's immediate supervisor.

E. Voting Leave

Section 1. Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off to vote.

F. Military Leave

Section 1. A regular employee, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves or any component part of the military, naval or air forces or nurse corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence and may require documentation of such military service.

G. Personal Leave

Section 1. A regular employee will be granted two (2) days personal leave for use by the employee. If practicable, arrangements for personal leave shall be made at least twenty-four (24) hours in advance, but if this is not practicable, the

employee agrees to give the Employer as much notice as possible. Personal leave shall not be accumulative.

Section 2. Library employees shall be granted said leave according to the normal hours each respective Library employee works per day. Personal leave shall not apply to any Library employee working less than 20 hours per week.

Section 3. Fulltime employees during their first year of employment who are hired after July 1st of that year shall accrue personal leave based upon the following schedule:

July 2 thru December 31 - 16 hours
January 1 thru March 31 - 8 hours

If hired after March 31 no personal leave will be accrued. Personal leave to be used in accordance with the provisions of this Article XIII Section G.

H. Maternity Leave

Section 1. A regular employee who is pregnant and who has exhausted her accumulated sick leave may be entitled to a leave of absence without pay on the terms and conditions set out in Section C above. An employee anticipating such leave shall notify her supervisor prior to the anticipated date of birth and may be assigned to duty so long as health permits.

Section 2. The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and shall present a doctor's statement following birth or miscarriage as to when the employee is able to return to work, and unless the employee

returns to work by such date, or any other date by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned.

ARTICLE XIV

Adjustment of Grievances

Section 1. Definition - General Rules:

A. The word "grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the express terms and provisions of this Agreement.

B. If a grievance is not presented or appealed within the time limitations as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

Section 2. Procedure.

A grievance that may arise shall be processed and settled in the following manner:

A. Step 1 - The grievance shall be discussed informally between the employee involved and the employee's immediate supervisor within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance or on the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance. The supervisor shall adjust the grievance or deliver his oral answer to the aggrieved employee within fourteen (14) calendar days after such discussion. The failure of the supervisor to reply within said fourteen (14) calendar day

period shall be deemed a denial of the grievance and may be appealed to the next step.

In cases where the immediate supervisor and the department head is the same person, Step 2 shall be omitted from the grievance procedure.

B. Step 2 - If such grievance is not resolved by Step 1, the aggrieved employee or the Union may appeal. However, the employee may not appeal to Step 3 without the prior consent of the Union. The employee or the Union shall within fourteen (14) calendar days following completion of Step 1 to present the grievance in writing to the department head. The grievance shall be reduced to writing, signed by the aggrieved employee or the Union and shall state specifically the facts, the section or sections of this Agreement that are involved and the relief sought. The department head shall investigate the grievance shall meet with the employee and the Union and issue a decision in writing thereon within a period of five (5) working days. The failure of the department head to issue a written decision within said five (5) working days shall be deemed a denial of the grievance and may be appealed to the next step.

C. Step 3 - If the grievance is not settled in Step 2, the aggrieved employee or the Union may appeal to the City Council or the Library Board, if appropriate. However, the employee may not appeal to Step 4 without the prior consent of the Union. The employee or the Union shall within fourteen (14) calendar days following completion of Step 2 present the

grievance in writing to the City Council or the Library Board. The grievance shall be reduced to writing, signed by the aggrieved employee or the Union and shall state specifically the facts, the section or sections of this Agreement that are involved and the relief sought. The City Council or the Library Board shall issue a final decision in writing within a period of ten (10) working days. The parties may agree to meet to discuss the merits of the grievance. Failure of the City Council or the Library Board to issue a written decision within said ten (10) working days shall be deemed a denial of the grievance.

D. Step 4 - If the grievance is not settled in Step 3, the aggrieved employee or the Union may appeal to arbitration. However, the employee may not appeal to binding arbitration without the prior consent of the Union. The employee or the Union shall within fourteen (14) calendar days after completion of Step 3 request arbitration by written notice submitted to the Mayor or Chairman of the Library Board, if appropriate. The written notice shall be signed by the aggrieved employee or the Union and shall state specifically the facts, the section or sections of this Agreement that are involved and the relief sought, which is to be interpreted or considered by the arbitrator. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within

fourteen (14) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties' designated representative shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

Section 3. The failure of an employee or the Union to process a grievance or to appeal a grievance to the next step within the applicable times specified above shall bar an employee or the Union from appealing the grievance further, and any such grievance shall be considered as settled. An arbitrator cannot waive failure of the employee to process a grievance timely or to appeal a grievance within the applicable times specified herein.

Section 4. The failure by the supervisor, the department head or the City to reply within the applicable times as specified above shall be deemed a denial of the grievance which may then be appealed to the next step within the time limits specified for taking an appeal.

Section 5. An arbitrator selected pursuant to the provisions of Step 4 shall schedule a hearing on the grievance and after hearing such evidence as the parties desire to present shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments nor add to, subtract from, modify or amend any terms

of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of his authority shall be final and binding upon the Employer, the Union and the aggrieved employee.

Section 6. The arbitrator shall not have the power or the authority to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400, Code of Iowa).

Section 7. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

Section 8. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses, and the Union will have the same rights, duties and responsibilities as the employee.

ARTICLE XV

Health and Safety

Section 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

Section 2. All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section 3. An employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the supervisor, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the supervisor.

Section 4. Equipment furnished by the Employer shall be used properly, and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

ARTICLE XVI

Supplemental Pay

A. Uniform Allowance

Section 1. The Employer shall pay a police officer Three Hundred Fifty Dollars (\$350.00) per fiscal year for cleaning and maintaining the required uniform clothing and equipment, said payment to be made on December 1.

Section 2. Police officers shall be responsible for properly caring for said equipment and uniform clothing furnished to them, and upon termination or upon direction by the Employer, shall return the same to the Employer.

Section 3. If the Employer requires an employee to wear a uniform during an employee's hours of work, the Employer shall provide the employee with the required uniform at the Employer's cost.

B. Replacement of Glasses and Watch

Section 1. If any employee is required to wear glasses during hours of employment, the glasses shall be replaced or repaired at a reasonable price as determined by the Employer in the event of their damage or destruction through the performance of duty.

Section 2. If the Employer requires an employee to carry a watch during an employee's hours of work, the Employer shall reimburse the employee in an amount not to exceed Twenty-

Five Dollars (\$25.00) in the event of destruction or damage of said watch through the performance of duty.

C. Longevity

Section 1. Longevity shall be paid to all regular and part-time City employees who have worked for the Employer for stated periods of time as follows, to-wit:

<u>Required Year Completed</u>	<u>Amount Per Year</u>
5 years	\$198.00
10 years	\$462.00
15 years	\$660.00
20 years	\$858.00

The above sums will be added to the paychecks of the affected employees equally over twenty-six pay periods.

Section 2. Library Employees. Part-time employees shall accrue longevity based upon the following schedules:

Employees working 20-29 hours per week

<u>Required Year Completed</u>	<u>Amount Per Month</u>
5 years	\$ 8.25
10 years	\$19.25
15 years	\$27.50
20 years	\$35.75

Employees working 30-39 hours per week

<u>Required Year Completed</u>	<u>Amount Per Month</u>
5 years	\$12.38
10 years	\$28.88
15 years	\$41.25
20 years	\$53.63

D. Education and Training

Section 1. All permanent full-time employees who desire college level training will be reimbursed by the Employer for one hundred percent (100%) of their tuition, laboratory fees and/or books, not to exceed a total reimbursement of Two Thousand Dollars (\$2000.00) per Contract year. To be eligible for this benefit, the following criteria must be met by the employee:

A. The general course of study must be in the employee's field and must enhance the qualifications of the employee in his job.

B. The college level training must be pre-approved by the employee's immediate supervisor with the approval not being unreasonably withheld.

C. The maximum number of college level credit hours reimbursed by the City for any one employee shall not exceed 120 hours.

D. The employee must receive a passing grade equivalent to a C or better.

E. The course must be taken on the employee's own time.

All permanent part-time employees shall be reimbursed at a rate based on total hours worked.

Section 2. Fire engineers shall receive three (3) paid training days per year. The training shall be approved by the Fire Chief.

E. Water and Wastewater Department Certifications. An employee in either the Water or Wastewater Department who obtains State certification in either Water or Wastewater shall be entitled to additional cumulative compensation based on the following schedule:

Water Certification

Grade 1 .25/hr

Grade 2 .15/hr

Wastewater Certification

Grade 1 .25/hr

Grade 2 .15/hr

Grade 3 .20/hr

Grade 4 .25/hr

Upon consent of respective Department Head, employees may acquire as many grades in each classification as he/she desires. However, additional certification pay will only be made up to the established grade of each respective facility.

ARTICLE XVII

Insurance

The Employer may implement an Internal Revenue Code Section 125 Cafeteria Plan providing flexible spending arrangements for health insurance premium benefits. All setup, documentation and filing costs will be borne by the Employer.

DIVISION A - CITY OF DECORAH BARGAINING UNIT

A. Medical and Hospital Insurance

Section 1. The Employer shall pay the full cost of a full-time employee's personal premium for a hospital, medical, and dental care insurance policy or policies comparable to the policy in existence. In the event of a proposed change in the carrier, the Employer agrees to notify the Union thereof and to review the proposed change with the Union. The final decision on change in the carrier shall be made at the sole discretion of the Employer and shall not be grievable.

Section 2. A full-time employee may elect to cover the employee's family members with the hospital and medical care insurance in Section 1 above. The full-time employee's cost shall be deducted from the full-time employee's wages. The full-time employee's cost shall be ten percent (10%) of the total family premium per month for the hospital and medical coverage and shall be one hundred (100%) of the total family premium per month for the dental coverage as established by the carrier which cost shall continue during the term of this Agreement and be the

responsibility of the full-time employee. The full-time employee shall be responsible for the payment of all deductibles, to-wit: Two Hundred Fifty and No/100 Dollars (\$250.00), single, and Five Hundred and No/100 Dollars (\$500.00), family, and co-insurance medical expenses (which shall be twenty percent), as provided for under the terms of the policy in existence.

Section 3. The employer shall pay 50% of the cost of a part-time employee's personal premium for a hospital and medical care insurance policy comparable to the policy in existence. A part-time employee for these purposes shall be an employee working a minimum of 15 hours per week. The part-time employee shall pay the remaining 50% of the cost of the personal premium for hospital and medical care insurance policy and may elect to cover his/her dependents at his/her expense.

B. Life Insurance

Section 1. The Employer shall pay the entire monthly premium of a full-time employee's personal premium of a full-time employee's family premium for a term life insurance policy for the employee with a face value of Thirty Thousand Dollars (\$30,000.00) including accidental death and dismemberment and for the employee's family member as follows: spouse - \$5,000.00, child from birth to less than six months of age - \$100.00, child from six months of age but less than 19 years - \$2,000.00, child from six months to age 23 in the event a full-time student - \$2,000.00. The Employer shall determine the carrier of such

insurance in its sole discretion, which decision shall not be grievable. The Employer agrees to notify the Union in the event of a proposed change of carrier.

DIVISION B - DECORAH PUBLIC LIBRARY BARGAINING UNIT

A. Medical and Hospital Insurance

Section 1. The Employer shall pay for Library Assistant I employees working a minimum of 30 hours per week the full cost of a single personal premium for hospital and medical insurance policy comparable to the policy currently in existence for the city of Decorah, Iowa, after two years of continual employment.

The Employer shall pay for Library Assistant II and Library Assistant III employees working a minimum of 30 hours per week or more the full cost of a personal premium for a hospital and medical care insurance policy comparable to the policy in existence for the City of Decorah, Iowa, after the employee has worked six months. The Employer shall pay for Library Assistant II and Library Assistant III employees working 20 to 30 hours per week 50% of the cost of a personal premium for a hospital and medical care insurance policy comparable to the policy currently in existence for the City of Decorah, Iowa. In the event of a proposed change in a carrier, the Employer agrees to notify the Union thereof and to review the proposed change with the Union. The final decision on change in the carrier shall be made at the sole discretion of the Employer and shall not be grievable.

Section 2. Any employee may elect to cover the employee's family members with the hospital and medical care insurance in Section 1 above. The employee shall be responsible for the payment of all costs related to the family coverage. The employees shall be responsible for the payment of all deductible and co-insurance medical expenses provided for under the terms of the policy in existence.

B. Life Insurance

Section 1. The Employer shall pay the entire monthly premium of a full-time employee's personal premium for a term life insurance policy for the employee with a face value of Thirty Thousand Dollars (\$30,000.00) including accidental death and dismemberment. No part-time Library employee is eligible for life insurance benefits. The Employer shall determine the carrier of such insurance in its sole discretion, which decision shall not be grievable. The Employer agrees to notify the Union in the event of a proposed change of carrier.

ARTICLE XVIII

Miscellaneous

DECORAH PUBLIC LIBRARY BARGAINING UNIT

A. Workshops and Conferences

Section 1. Attendance of any conferences, meetings or workshops required by the Employer shall be at the applicable rate of pay for all employees. Staff members reporting regularly scheduled meetings will be paid for a minimum of one hour.

Section 2. All costs pertaining to mileage, meals and lodging for the above mentioned conferences, meetings or workshops required by the Employer shall be reimbursed upon presentation to the Library Director of the receipts for the same.

B. Labor/Management Meetings

Section 1. In an effort to create and/or maintain a harmonious working climate, the Union and Management agree to periodically meet upon request from the parties to discuss subjects of interest to both parties. These may include, but are not limited to, health and safety, working conditions and policies and programs of the Library. All employees in the Bargaining Unit shall be in pay status for all such meetings. Representatives of the Union not in the employ of the Library shall be allowed access to any such meetings.

C. Job Classifications

Section 1. Upon request from the Union, the Employer shall supply a list of job classifications which may affect the titles, pay ranges and duties to be performed. In the event the Union disagrees with changes in the job classifications, it shall be subject to the grievance procedures.

ARTICLE XIX

Wages

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the timesheets and other records pertaining to the computation of pay of that employee at reasonable times.

Section 3. The same wages shall continue from year to year after the effective period of this Agreement unless the party seeking modification shall cause a written notice to be served on the other party by September 15 of the year prior to the time when the Agreement terminates.

Section 4. All stepmovement adjustments as set out in Appendix A attached hereto shall be effective on an employee's actual date of eligibility. All wage increases pursuant to the terms of this Agreement shall be effective for the full pay period the first time that wages are paid in July of any given year.

ARTICLE XX

General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable, and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or

covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

Effective Period

Section 1. This Agreement shall be effective July 1, 2005, and shall continue through June 30, 2007.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19th day of April, 2005.

CITY OF DECORAH, IOWA

Victor Fye
Victor Fye, Mayor

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 3483

By: L. A. Galt / Alvin Smith
President

ATTEST:

Wanda Hemesath
Wanda Hemesath, City Clerk-
Treasurer

By: Kurt E. Case
AFSCME Council 61

DECORAH PUBLIC LIBRARY

BY: Jane A. Rades

ATTEST:

BY: Lorraine Borowski

APPENDIX A

(Wages for Period July 1, 2005 to June 30, 2006)

Police Department

<u>Hourly Pay Plan</u> CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Patrol Officer	15.50	15.96	16.44	16.94	17.45	17.96	18.50
Disp/Clerk	12.91	13.16	13.42	13.74	13.98	14.24	14.53
FT Dispatcher	12.28	12.53	12.77	13.02	13.30	13.54	13.78
PT Dispatcher	11.62	11.83	Move to step A wages for FT Dispatcher and continue steps in sequence each year thereafter.				

Shift Differential: All Police Department employees who work regularly scheduled shifts starting no earlier than 3:00 P.M. and ending no later than 8:00 A.M. shall receive an additional \$.40 per hour added to their base pay as shift differential compensation, subject to the following:

- A. To qualify for the shift differential, a patrol officer must work a minimum of eight hours during the period of 3:00 P.M. through 8:00 A.M.
- B. Shift differential compensation for early call-ins and for extra or overtime hours must be for hours worked which are contiguous to the employee's regular shift.

FIRE DEPARTMENT

<u>Bi-weekly Plan</u> CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Fire Engineer	1048.27	1063.99	1079.96	1096.16	1112.60	1129.28	1146.21

STREET DEPARTMENT

<u>Hourly Pay Plan</u> CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
St Wkr/Opr Mech	14.54	14.77	15.00	15.19	15.44	15.64	15.91
St Wkr/Opr I	14.03	14.23	14.45	14.68	14.88	15.12	15.38
St Wkr/Opr II	13.45	13.64	13.84	14.05	14.28	14.47	14.71

UTILITY DEPARTMENT

<u>Hourly Pay Plan</u> CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Operator III	14.33	14.53	14.76	14.96	15.18	15.42	15.62
Operator II	14.00	14.21	14.41	14.63	14.84	15.10	15.30
Operator I	13.72	13.91	14.13	14.35	14.54	14.78	15.00
Laborer	12.80	12.98	13.18	13.39	13.56	13.79	14.01
Meter Rdr/ Office Asst.	13.35	13.52	13.74	13.93	14.15	14.37	14.57

MISCELLANEOUS

Janitor	10.12	10.29	10.44	10.61
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LIBRARY

The hourly wages for the Library classifications for the term of this Contract are as follows:

CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Library Asst I	\$ 7.66	\$ 8.10	\$ 8.30	\$ 8.49	\$ 8.70	\$ 8.92	\$ 9.09	\$ 9.32
Library Asst II	\$ 9.91	\$10.11	\$10.30	\$10.52	\$10.69	\$10.93	\$11.09	\$11.32
Library Asst III	\$11.45	\$11.67	\$11.85	\$12.07	\$12.25	\$12.47	\$12.65	\$12.88

APPENDIX A

(Wages for Period July 1, 2006 to June 30, 2007)

Police Department

<u>Hourly Pay Plan</u> CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Patrol Officer	16.09	16.56	17.06	17.58	18.11	18.64	19.20
Disp/Clerk	13.40	13.66	13.93	14.26	14.51	14.78	15.08
FT Dispatcher	12.74	13.00	13.25	13.51	13.80	14.05	14.30
PT Dispatcher	12.06	12.28	Move to Step A wages for FT Dispatcher and continue Steps in sequence each year thereafter				

Shift Differential: All Police Department employees who work regularly scheduled shifts starting no earlier than 3:00 P.M. and ending no later than 8:00 A.M. shall receive an additional \$.40 per hour added to their base pay as shift differential compensation, subject to the following:

A. To qualify for the shift differential, a patrol officer must work a minimum of eight hours during the period of 3:00 P.M. through 8:00 A.M.

B. Shift differential compensation for early call-ins and for extra or overtime hours must be for hours worked which are contiguous to the employee's regular shift.

FIRE DEPARTMENT

<u>Bi-weekly Plan</u> CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Fire Engineer	1087.58	1103.89	1120.46	1137.27	1154.33	1171.63	1189.20

STREET DEPARTMENT

<u>Hourly Pay Plan</u> CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
St Wkr/Opr Mech	15.09	15.33	15.57	15.76	16.02	16.23	16.51
St Wkr/Opr I	14.56	14.77	15.00	15.23	15.44	15.69	15.96
St Wkr/Opr II	13.96	14.16	14.36	14.58	14.82	15.02	15.27

UTILITY DEPARTMENT

<u>Hourly Pay Plan</u> CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Operator III	14.87	15.08	15.32	15.53	15.75	16.00	16.21
Operator II	14.53	14.75	14.95	15.18	15.40	15.67	15.88
Operator I	14.24	14.44	14.66	14.89	15.09	15.34	15.57
Laborer	13.28	13.47	13.68	13.90	14.07	14.31	14.54
Meter Rdr/ Office Asst.	13.85	14.03	14.26	14.46	14.68	14.91	15.12

MISCELLANEOUS

Janitor	10.50	10.68	10.84	11.01
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LIBRARY

The hourly wages for the Library classifications for the term of this Contract are as follows:

CLASS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Library Asst I	\$ 7.95	\$ 8.41	\$ 8.62	\$ 8.81	\$ 9.03	\$ 9.26	\$ 9.43	\$ 9.67
Library Asst II	\$10.29	\$10.49	\$10.69	\$10.92	\$11.09	\$11.34	\$11.51	\$11.75
Library Asst III	\$11.88	\$12.11	\$12.30	\$12.53	\$12.71	\$12.94	\$13.13	\$13.37